

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>0</b>		PAGE OF PAGES <b>1   3</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00039</b>		3. EFFECTIVE DATE <b>01-Oct-2001</b>		4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)	
6. ISSUED BY <b>82 CONS/LGC (MARK SNYDER, CONTRACTING OFFICER) MARK.SNYDER@SHEPPARD.AF.MIL</b>  <b>136 K AVE, SUITE 1 SHEPPARD AFB, TX 76311-2746</b>		CODE <b>FA3020</b>		7 ADMINISTERED BY (If other than item 6)  <b>See Item 6</b>		CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code)  <b>TREND WESTERN TECHNICAL CORP 4128 W COMMONWEALTH AVE  FULLERTON, CA 92833-2536</b>				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>F41612-98-C-0001</b>			
				X 10B. DATED (SEE ITEM 13) <b>09-Mar-2001</b>			
CODE <b>505005S</b>		FACILITY CODE					
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the document; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN THE REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required)							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: I-195, FAR 52.217-9 OPTION TO EXTEND TERM OF CONTRACT, MAR 1989							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not, <input type="checkbox"/> is required to sign this document and return _____ copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) POC: SULLIVAN, VICKIE L. PHONE: (940) 676-4406  SEE SCHEDULE							
<small>Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.</small>							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>MARK C. SNYDER / CONTRACTING OFFICER</b>			
15B. CONTRACTOR/OFFEROR		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY <u>Mark C. Snyder</u> (Signature of Contracting Officer)		16C. DATE SIGNED <b>06-Sep-2001</b>	
(Signature of person authorized to sign)							
EXCEPTION TO SF 30 APPROVED BY OIRM 11-84				30-105-04		STANDARD FORM 30 (Rev. 10-83) Prescribed by GSA FAR (48 CFR) 53.243	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE
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NAME OF OFFEROR OR CONTRACTOR  
TREND WESTERN TECHNICAL CORP

SECTION SF 30 BLOCK 14 CONTINUATION PAGE

SUMMARY OF CHANGES

14A. Pursuant to Part II, Section I, Contract Clause I-195, FAR 52-217-9, entitled "Option to Extend the Term of the Contract", the Government elects to exercise its right of option to extend the contract for the period Option Period Four, 1 Oct 01 through 31 Mar 02, at the prices shown in Part I, Section B, Pages B-5, B-5A and B-5B. This modification also adds an Amendment to Article 16 and a Memorandum of Understanding to the Collective Bargaining Agreement.

14B. This increase is subject to Part II, Section I, Contract clause I-404, FAR 52.232-18, entitled "Availability of Funds".

14C. Collective Bargaining Agreement between Local Lodge 2771 of Aeronautical Industrial District Lodge 776 International Association of Machinists and Aerospace Workers, AFL-CIO, dated March 1 1998 through October 28 2002 and Trend Western Technical Corporation is hereby incorporated as specified by Area Wage Determination Number 2000-0123 (Rev 1) dated 07/21/2000. Area Wage Determination 94-2526 (Rev 13) dated 06/04/2000 is replaced by Area Wage Determination 94-2526 (Rev 17) dated 06/21/2001.

14D. In accordance with Part II, Section I, Contract Clause Number I-285, FAR 52.222-43, Entitled "Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts)", the contractor is required to notify the contracting officer of any increases or decreases to the cost of performance of this contract by reason of application of the above Area Wage Determinations or the Collective Bargaining Agreement cited in Paragraph C above. Request for equitable adjustment resulting from any increases or decreases shall be forwarded to the contracting officer within 30 days after the effective date of this modification (1 November 2001). The parties shall enter into negotiations for the purpose of making appropriate adjustments in contract price applicable to subject Area Wage Determinations or Collective Bargaining Agreement.

14E. The following contract pages are to be deleted from the contract and the revised replacement pages attached to this modification are provided for incorporation into the contract:

Delete Page No.

Part I, Section H, Page 8 of 53  
Part III, Section J, Page 24 of 53  
AWD 94-2526 (Rev 13) 06/04/00

Insert Page No.

Part I, Section H, Page 8 of 53  
Part III, Section J, Page 24 of 53  
AWD 94-2526 (Rev 17) 06/21/01

The two-page amendment to Article Sixteen and the Memorandum of Understanding are also provided for posting to the Collective Bargaining Agreement.

<b>CONTINUATION SHEET</b>	REFERENCE NO. OF DOCUMENT BEING CONTINUED	PAGE	
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NAME OF OFFEROR OR CONTRACTOR			
TREND WESTERN TECHNICAL CORP			

Changes in Section G

Summary for the Payment Office

The total funded amount of the contract remains unchanged

PART I – THE SCHEDULE  
SECTION H  
SPECIAL CONTRACT REQUIREMENTS

H-91. WAGE DETERMINATION  
(IAW FAR 22.1012-1)

Service Contract Act Wage Determination No's 94-2526 (Rev 17) dated 06/21/2001, and 2000-0123 (Rev 1) dated 07/21/2000 are attached hereto and made a part hereof.

H-109 REQUIRED INSURANCE  
(IAW FAR 28.306(b))

Reference FAR clause entitled "Insurance..." the contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under the contract.

a. Workmen's Compensation and Employers Liability Insurance as required by law except that if this contract is to be performed in a State which does not require or permit private insurance, then compliance with the statutory or administrative requirements in any such State will be satisfactory. The required Workmen's Compensation Insurance shall extend to cover employer's liability for accidental bodily injury or death and for occupational disease with a minimum liability limit of \$100,000.

b. General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence shall be required on the comprehensive form of policy.

c. Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all automobiles used in connection with the performance of the contract. At least the minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage shall be required.

H-305. 5352.210-9000 ELIMINATION OF USE OF CLASS I  
SUBSTANCES (ODS) IN AIR FORCE  
PROCUREMENTS  
(IAW AFFARS 5310.99006(a))

OCT 1994

For the purposes of this clause the blanks are completed as follows:

(d) <u>Class I Ozone Depleting Substance</u>	<u>Application/Use</u>	<u>Quantity (lbs)</u>
None	N/A	N/A

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J

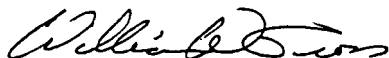
LIST OF ATTACHMENTS

(All listed attachments are at the end of this attachment)

<u>FORM NR</u>	<u>TITLE</u>	<u>DATE</u>	<u>NR OF PAGES</u>
94-2526 (Rev 17)	U.S. Department of Labor Wage Determination (Non-CBA Positions, Secretary V. Computer Operator II, Material Coordinator II, Inspector II, Supply Tech II, Truck Driver TIT)	06/21/2001	10
2000-0123 (Rev 1)	U.S. Department of Labor Wage Determination Collective Bargaining Agreement Trend Western and International Association of Machinists and Aerospace Workers	07/21/2000	
DD Form 254	Contract Security Classification Specification		2
SF LLL	Disclosure of Lobbying Activities		3
SF 1411	Contract Pricing Proposal Cover Sheet		1
	Performance Work Statement		220

Sections L and M are included for solicitation purposes only. They will be removed from any resultant contract and made a part of the contract file. Section K will be incorporated into any resultant contract by reference.

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor



William W. Gross  
Director

Division of  
Wage Determinations

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210

Wage Determination No.: 1994-2526  
Revision No.: 17  
Date of Last Revision: 06/21/2001

States: Oklahoma, Texas

Area: Oklahoma Counties of Comanche, Cotton, Greer, Harmon, Jackson, Jefferson, Kiowa, Stephens,  
Tillman  
Texas Counties of Archer, Baylor, Clay, Wichita, Wilbarger

**\*\* Fringe Benefits Required Follow the Occupational Listing \*\***

**OCCUPATION TITLE**

**MINIMUM WAGE RATE**

**Administrative Support and Clerical Occupations**

Accounting Clerk I	9.15
Accounting Clerk II	10.33
Accounting Clerk III	11.60
Accounting Clerk IV	12.97
Court Reporter	13.34
Dispatcher, Motor Vehicle	12.31
Document Preparation Clerk	8.00
Duplicating Machine Operator	8.00
Film/Tape Librarian	10.33
General Clerk I	7.42
General Clerk II	8.34
General Clerk III	9.06
General Clerk IV	10.17
Housing Referral Assistant	13.02
Key Entry Operator I	7.63
Key Entry Operator II	9.11
Messenger (Courier)	6.56
Order Clerk I	9.72
Order Clerk II	10.61
Personnel Assistant (Employment) I	9.39
Personnel Assistant (Employment) II	10.58
Personnel Assistant (Employment) III	11.86
Personnel Assistant (Employment) IV	13.27
Production Control Clerk	13.43
Rental Clerk	10.33
Scheduler, Maintenance	10.03
Secretary I	10.34
Secretary II	11.64
Secretary III	14.27
Secretary IV	14.51
Secretary V	15.36

Service Order Dispatcher	12.67
Stenographer I	12.61
Stenographer II	13.36
Supply Technician	14.51
Survey Worker (Interviewer)	11.63
Switchboard Operator-Receptionist	9.10
Test Examiner	11.64
Test Proctor	11.64
Travel Clerk I	7.79
Travel Clerk II	8.35
Travel Clerk III	8.76
Word Processor I	9.18
Word Processor II	10.26
Word Processor III	11.56

**Automatic Data Processing Occupations**

Computer Data Librarian	9.76
Computer Operator I	10.78
Computer Operator II	12.08
Computer Operator III	13.90
Computer Operator IV	18.22
Computer Operator V	20.23
Computer Programmer I (1)	13.83
Computer Programmer II (1)	16.80
Computer Programmer III (1)	20.56
Computer Programmer IV (1)	22.61
Computer Systems Analyst I (1)	18.10
Computer Systems Analyst II (1)	22.58
Computer Systems Analyst III (1)	24.37
Peripheral Equipment Operator	11.22

**Automotive Service Occupations**

Automotive Body Repairer, Fiberglass	16.77
Automotive Glass Installer	15.05
Automotive Worker	15.05
Electrician, Automotive	15.89
Mobile Equipment Servicer	13.35
Motor Equipment Metal Mechanic	16.77
Motor Equipment Metal Worker	15.05
Motor Vehicle Mechanic	16.77
Motor Vehicle Mechanic Helper	12.47
Motor Vehicle Upholstery Worker	14.18
Motor Vehicle Wrecker	15.05
Painter, Automotive	15.89
Radiator Repair Specialist	15.05
Tire Repairer	12.90
Transmission Repair Specialist	16.77

**Food Preparation and Service Occupations**

Baker	10.49
Cook I	9.32
Cook II	10.49
Dishwasher	6.96
Food Service Worker	6.96
Meat Cutter	11.93
Waiter/Waitress	7.55

**Furniture Maintenance and Repair Occupations**

Electrostatic Spray Painter	15.89
Furniture Handler	11.43
Furniture Refinisher	15.89
Furniture Refinisher Helper	12.47
Furniture Repairer, Minor	14.18
Upholsterer	15.89

**General Services and Support Occupations**

Cleaner, Vehicles	7.08
Elevator Operator	7.40
Gardener	8.90
House Keeping Aid I	6.45
House Keeping Aid II	7.29
Janitor	7.14
Laborer, Grounds Maintenance	8.10
Maid or Houseman	6.45
Pest Controller	11.37
Refuse Collector	6.96
Tractor Operator	9.32
Window Cleaner	7.75

**Health Occupations**

Dental Assistant	10.93
Emergency Medical Technician (EMT)/Paramedic/Ambulance Driver	10.93
Licensed Practical Nurse I	9.56
Licensed Practical Nurse II	10.74
Licensed Practical Nurse III	12.01
Medical Assistant	9.80
Medical Laboratory Technician	11.93
Medical Record Clerk	9.77
Medical Record Technician	13.54
Nursing Assistant I	7.10
Nursing Assistant II	7.98
Nursing Assistant III	8.71
Nursing Assistant IV	9.77
Pharmacy Technician	12.19
Phlebotomist	10.74
Registered Nurse I	15.19
Registered Nurse II	18.65
Registered Nurse II, Specialist	18.65



Registered Nurse III	22.48
Registered Nurse III, Anesthetist	22.48
Registered Nurse IV	26.94

**Information and Arts Occupations**

Audiovisual Librarian	16.24
Exhibits Specialist I	13.42
Exhibits Specialist II	15.00
Exhibits Specialist III	18.34
Illustrator I	13.42
Illustrator II	15.00
Illustrator III	18.34
Librarian	17.24
Library Technician	11.63
Photographer I	12.18
Photographer II	13.69
Photographer III	15.29
Photographer IV	18.34
Photographer V	22.20

**Laundry, Dry Cleaning, Pressing and Related Occupations**

Assembler	6.50
Counter Attendant	6.50
Dry Cleaner	7.49
Finisher, Flatwork, Machine	6.50
Presser, Hand	6.50
Presser, Machine, Drycleaning	6.50
Presser, Machine, Shirts	6.50
Presser, Machine, Wearing Apparel, Laundry	6.50
Sewing Machine Operator	8.33
Tailor	8.87
Washer, Machine	7.06

**Machine Tool Operation and Repair Occupations**

Machine-Tool Operator (Toolroom)	15.89
Tool and Die Maker	22.22

**Material Handling and Packing Occupations**

Forklift Operator	13.39
Fuel Distribution System Operator	15.36
Material Coordinator	12.08
Material Expediter	12.08
Material Handling Laborer	9.03
Order Filler	9.74
Production Line Worker (Food Processing)	10.29
Shipping Packer	10.03
Shipping/Receiving Clerk	10.07
Stock Clerk (Shelf Stocker; Store Worker II)	10.87
Store Worker I	8.63

Tools and Parts Attendant	11.43
Warehouse Specialist	10.29

**Mechanics and Maintenance and Repair Occupations**

Aircraft Mechanic	16.77
Aircraft Mechanic Helper	12.47
Aircraft Quality Control Inspector	18.80
Aircraft Servicer	14.18
Aircraft Worker	15.05
Appliance Mechanic	15.89
Bicycle Repairer	12.90
Cable Splicer	19.28
Carpenter, Maintenance	15.89
Carpet Layer	15.05
Electrician, Maintenance	19.33
Electronics Technician, Maintenance I	16.08
Electronics Technician, Maintenance II	16.93
Electronics Technician, Maintenance III	17.95
Fabric Worker	14.18
Fire Alarm System Mechanic	16.77
Fire Extinguisher Repairer	13.35
Fuel Distribution System Mechanic	16.77
General Maintenance Worker	15.05
Heating, Refrigeration and Air Conditioning Mechanic	16.77
Heavy Equipment Mechanic	16.77
Heavy Equipment Operator	15.55
Instrument Mechanic	16.77
Laborer	9.83
Locksmith	15.89
Machinery Maintenance Mechanic	16.77
Machinist, Maintenance	16.97
Maintenance Trades Helper	12.47
Millwright	16.77
Office Appliance Repairer	15.89
Painter, Aircraft	15.89
Painter, Maintenance	15.89
Pipefitter, Maintenance	16.77
Plumber, Maintenance	15.89
Pneudraulic Systems Mechanic	16.77
Rigger	16.77
Scale Mechanic	15.05
Sheet-Metal Worker, Maintenance	16.77
Small Engine Mechanic	15.05
Telecommunication Mechanic I	19.28
Telecommunication Mechanic II	20.24
Telephone Lineman	19.28
Welder, Combination, Maintenance	16.77
Well Driller	16.77
Woodcraft Worker	16.77

Woodworker	13.35
<b>Miscellaneous Occupations</b>	
Animal Caretaker	8.11
Carnival Equipment Operator	8.70
Carnival Equipment Repairer	9.32
Carnival Worker	6.96
Cashier	6.92
Desk Clerk	7.89
Embalmer	16.57
Lifeguard	9.02
Mortician	17.16
Park Attendant (Aide)	11.32
Photofinishing Worker (Photo Lab Tech., Darkroom Tech)	8.09
Recreation Specialist	10.95
Recycling Worker	8.70
Sales Clerk	8.40
School Crossing Guard (Crosswalk Attendant)	6.96
Sport Official	8.09
Survey Party Chief (Chief of Party)	13.21
Surveying Aide	8.87
Surveying Technician (Instr. Person/Surveyor Asst./Instr.)	12.14
Swimming Pool Operator	9.79
Vending Machine Attendant	8.70
Vending Machine Repairer	10.49
Vending Machine Repairer Helper	8.70
<b>Personal Needs Occupations</b>	
Child Care Attendant	7.90
Child Care Center Clerk	9.86
Chore Aid	6.85
Homemaker	10.98
<b>Plant and System Operation Occupations</b>	
Boiler Tender	16.77
Sewage Plant Operator	15.89
Stationary Engineer	16.77
Ventilation Equipment Tender	12.47
Water Treatment Plant Operator	15.89
<b>Protective Service Occupations</b>	
Alarm Monitor	8.67
Corrections Officer	11.45
Court Security Officer	12.33
Detention Officer	11.45
Firefighter	11.85
Guard I	8.72
Guard II	12.19
Police Officer	14.75

**Stevedoring/Longshoremen Occupations**

Blocker and Bracer	14.27
Hatch Tender	12.41
Line Handler	12.41
Stevedore I	11.70
Stevedore II	13.10

**Technical Occupations**

Air Traffic Control Specialist, Center (2)	27.00
Air Traffic Control Specialist, Station (2)	18.62
Air Traffic Control Specialist, Terminal (2)	20.50
Archeological Technician I	10.82
Archeological Technician II	12.10
Archeological Technician III	15.00
Cartographic Technician	16.38
Civil Engineering Technician	15.00
Computer Based Training (CBT) Specialist/ Instructor	18.71
Drafter I	10.69
Drafter II	13.26
Drafter III	14.92
Drafter IV	16.64
Engineering Technician I	10.22
Engineering Technician II	12.66
Engineering Technician III	14.23
Engineering Technician IV	15.83
Engineering Technician V	19.44
Engineering Technician VI	23.54
Environmental Technician	14.89
Flight Simulator/Instructor (Pilot)	22.58
Graphic Artist	14.89
Instructor	18.10
Laboratory Technician	12.09
Mathematical Technician	17.24
Paralegal/Legal Assistant I	13.38
Paralegal/Legal Assistant II	16.67
Paralegal/Legal Assistant III	20.40
Paralegal/Legal Assistant IV	24.66
Photooptics Technician	17.24
Technical Writer	19.67
Unexploded (UXO) Safety Escort	17.16
Unexploded (UXO) Sweep Personnel	17.16
Unexploded Ordnance (UXO) Technician I	17.16
Unexploded Ordnance (UXO) Technician II	20.76
Unexploded Ordnance (UXO) Technician III	24.88
Weather Observer, Combined Upper Air and Surface Programs (3)	11.36
Weather Observer, Senior (3)	12.63
Weather Observer, Upper Air (3)	11.36

**Transportation/ Mobile Equipment Operation Occupations**

Bus Driver	2001	9.17	10.87
Parking and Lot Attendant			10.29
Shuttle Bus Driver			11.08
Taxi Driver			9.62
Truckdriver, Heavy Truck			12.89
Truckdriver, Light Truck			11.08
Truckdriver, Medium Truck			11.70
Truckdriver, Tractor-Trailer			12.89

**ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:**

**HEALTH & WELFARE:** Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$2.56 per hour computed on the basis of all hours worked by service employees employed on the contract.

**VACATION:** 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

**HOLIDAYS:** A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

**THE OCCUPATIONS WHICH HAVE PARENTHESES AFTER THEM RECEIVE THE FOLLOWING BENEFITS (as numbered):**

1) Does not apply to employees employed in a bona fide executive, administrative, or professional capacity as defined and delineated in 29 CFR 541. (See CFR 4.156)

2) **APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL:** An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) **WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY:** If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

**HAZARDOUS PAY DIFFERENTIAL:** An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and

hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**\*\* UNIFORM ALLOWANCE \*\***

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

**\*\* NOTES APPLYING TO THIS WAGE DETERMINATION \*\***

**Source of Occupational Title and Descriptions:**

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations," Fourth Edition, January 1993, as amended by the Third Supplement, dated March 1997, unless otherwise indicated. This publication may be obtained from the Superintendent of Documents, at 202-783-3238, or by writing to the Superintendent of Documents, U.S. Government Printing Office, Washington, D.C. 20402. Copies of specific job descriptions may also be obtained from the appropriate contracting officer.

**REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}**

**Conformance Process:**

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. (See Section 4.6 (C)(vi)) When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of

Labor, for review. (See section 4.6(b)(2) of Regulations 29 CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

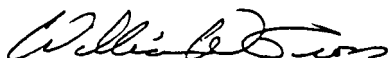
6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

REGISTER OF WAGE DETERMINATIONS UNDER  
THE SERVICE CONTRACT ACT  
By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON, D.C. 20210



William W. Gross  
Director

Division of  
Wage Determinations

Wage Determination No.: 2000-0123  
Revision No.: 1  
Date of Last Revision: 07/21/2000

State: Texas

Area: Texas County of Wichita

Employed on Air Force contracts at Shepard Air Force Base for base supply services, aviation and ground fuels distribution

Collective Bargaining Agreement between Trend Western Technical Corporation and Local Lodge 2771 of Aeronautical Industrial District Lodge 776 International Association of Machinists and Aerospace Workers AFL-CIO effective March 1, 1998 through October 28, 2002.

In accordance with Sections 2(a) and 4(c) of the Service Contract Act, as amended, employees employed by the contractor(s) in performing services covered by the Collective Bargaining Agreement(s) are to be paid wage rates and fringe benefits set forth in the current collective bargaining agreement and modified extension agreement(s).



## ARTICLE SIXTEEN HEALTH AND WELFARE

### Section 1.

The Company shall make contributions equal to two dollars and seventy-nine cents (\$2.79) per hour worked. Each bargaining unit employee shall receive the Health & Welfare benefit as cash on regular payroll checks.

Employees participating in the Company 401K plan receive matching funds equal to 25% of the first 4% of the employee's earnings invested in the 401K plan.

~~Health and Welfare consists of the following benefits for all employees:~~

~~Health Insurance  
Sick Leave  
Personal Leave  
Pension~~

### Section 2.

The health insurance available to all full-time (average 30hrs or more per week) employees consists of a Blue Cross-Blue Shield PPO medical plan, a dental plan, life insurance and long term disability insurance. An employee may select these plans individually or in any combination, and can provide medical and dental coverage for his family. Medical coverage is required for all full time employees unless proof of outside coverage is provided.

### Section 3.

A payroll deduction will be made equal to the actual cost of group insurance on regular biweekly payroll checks.

~~A payroll deduction is made of one half percent (1/2%) of gross payroll for medical plan coverage of employee only and one percent (1%) for employee and family. If employee declines the medical plan, he may take coverage, without payroll deduction, for the dental plan, life insurance and long term disability insurance.~~

### Section 4.

Employees may take up to eighty (80) ~~unpaid~~ paid sick leave hours per year and forty (40) ~~unpaid~~ paid personal leave hours per year, up to the limit of an employee's Health and Welfare balance. Employees will record unpaid sick/personal leave hours on time cards as directed by the payroll office.

Section 5.

After deducting the net cost of the health insurance and sick/personal leave from the Health and Welfare contributions, the remainder is available from employees' pension. Employee account balances are computed each month by adding two dollars and seventy nine cents (\$2.79) times the hours worked during the month and subtracting the monthly cost of health insurance and individual sick/personal leave. Part time employees, not eligible for health insurance will not have health insurance costs subtracted from their H&W account.

Section 6.

As of September 30<sup>th</sup> of each year, the Company shall compute the remaining balance in each employee's account and, within one (1) month, shall make payment in full to employees either in cash or as contribution to the 401 (k) Plan at the option of the employee. Each employee will be fully vested in the 401 (k) account and can roll over the balance to an IRA or other 401 (k) Plan in the event of termination. The company provides matching funds equal to 25% of the first 4% of the employee's earnings invested in the 401K plan.

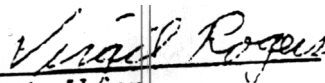
Section 7.

Employees are fully vested in their Health and Welfare accounts as they are accrued each month. Upon termination for any reason, including contractor changeover, employees shall be paid the full amounts of their Health and Welfare account balances.

This amendment to Article 16 of the Collective Bargaining Agreement between Trend Western Technical Corp. and Local Lodge 2771 of the Aeronautical Industrial District Lodge 776, International Association of Machinist and Aerospace Workers AFL-CIO is effective February 5, 2001 through October 28, 2002.

  
For the Company

Date 1-17-01

  
For the Union

Date 1-17-01

# MEMORANDUM OF UNDERSTANDING

Between Trend Western Technical Corporation

and

Local Lodge 2771 of Aeronautical Industrial District Lodge 776  
International Association of Machinists and Aerospace Workers, AFL-CIO

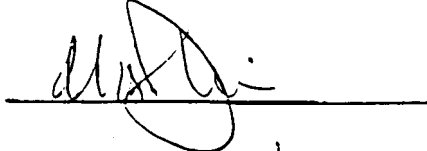
The Company and Union agree to modify Article Sixteen, Health and Welfare, Section 1 of the Company Union Agreement to become effective October 1, 2001 to read:

## Section 1

The Company shall make contributions equal to three dollars and twenty-five cents (\$3.25) per hour worked. Each bargaining unit employee shall receive the Health & Welfare benefit as cash on regular payroll checks.

Employees participating in the Company 401K plan receive matching funds equal to 25% of the first 4% of the employee's earnings invested in the 401K plan.

FOR THE COMPANY:



DATE 6/18/01

FOR THE UNION:



DATE 6-18-01

TW:mr